

1903. THE M. McINERNEY CORRECT DRESS CHART. OCTOBER.										
DAY DRESS.										
Occasion	Coat and Overcoat	Waistcoat	Trousers	Hat	Shirt and Cuffs	Collar	Cravat	Gloves	Shoes	Jewelry
Day Wedding Afternoon Calls, Receptions and Matinee	Frock Skirted or Chesterfield Overcoat	Double or Single Breasted Same Material as Coat or of White Linen Duck	Striped Worsteds or Cheviot of Dark Gray Tones	High Silk with Cloth Band or Ribbon	White with Cuffs Attached	Poke Lap-Front or Wing	White, Light-tone, or Black Ascot, Once-over or Imperial	Gray *Suede	Patent Leather Button Tops	Gold Links and Studs Cravat Pin
Business and Morning Wear	Jacket or Cutaway Covert or Chesterfield Overcoat	To Match Coat or of Different Material	If with S. B. Coat, to match If with D. B. Coat, of same or Different Material	Derby or Alpine with Jacket or High Silk with Cutaway	Colored Shirt with Cuffs Attached or Detached	Wing Poke or High-band Turn-down	Ascot, Once-over Four-in-hand, Square, Tie, or Imperial	Tan or Gray	Calf with Sack, Patent Leather with Cutaway High or Low Cut	Gold Studs Gold Links Gold Cravat Watch Guard
Wheeling, Golf, Outing	Norfolk, Single Breasted or Double Breasted Sack	Of Fancy Plaid Single Breasted or Double Breasted	Knickers or Flannel Trousers	Alpine, Tam or Golf Cap	Fancy Flannel Madras or Oxford	Hunting Stock or Fold Collar and Tie or Necktiechief	Hunting Stock or Tie	Heavy Red Tan or White Chamol	Calf or Russet	Links and Cravat pin Watch Guard
Afternoon Teas, Shows, Church, Etc.	Frock or Cutaway Covert or Chesterfield Overcoat	Same Material as Coat or of White Linen Duck	Striped Worsteds Light or Dark	High Silk	White	Poke or Wing	Ascot, Square, Once-over or Imperial	Tan or Light Gray Suede	Patent Leather Button Tops	Gold Studs Gold Links Cravat Pin
EVENING DRESS.										
Evening Weddings, Balls, Receptions and Formal Dinner	Evening Dress Suit Skirted or Chesterfield Overcoat	White Double or Single Breasted or Black Single Breasted	Same Material as Coat	High Silk with Cloth Band	White with Cuffs Attached	Lap-Front Standing Poke or Wing	Broad or Pointed End White Tie	White Glace or Pearl	Patent Leather Button Tops or Patent Leather Pumps	Pearl Studs and Mother of Pearl Links or Mother of Pearl Studs and Links
Informal Dinner, Club, Stag, and At Home Dinner	Evening Jacket Covert or ordinary Overcoat	Single Breasted Same Material as Coat	Double breasted White or Pearl Single Breasted Same Material as Coat	Alpine or Derby	Plain or Pleated White with Cuffs Attached	Standing High-band Turn-down or Wing	Broad End Black Silk or Satin Tie	Gray Suede or Tan	Patent Leather Button Tops or Patent Leather Ties	Gold Studs and Links

M. McINERNEY, LTD., CLOTHIERS, Fort and Merchant Streets.

GOOD BARGAINS IN DRY GOODS

We are closing out many lines in our Dry Goods department and are offering this week special good values in wash dress fabriques.

EXTRA GOOD VALUES.

An elegant line of our 25c. Dress Fabriques on sale at 18c. Full range of patterns.

SATIN SILK BACK.

24 inch extra heavy Satin, in all shades; best value at \$1.00. 20 inch Satin, special at 60c. Regular 75c. value.

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Just received complete line in all colors, 23 inch, good quality, 45c. yard.

LACES! LACES!!

We invite inspection. By steamer Alameda we received the latest novelties in Laces, complete line of wood Fibre Bands in black, ecru and white.

FEATHER BOAS AND CHIFFON COLLARETTES

new stock just opened.

We announce our arrival of a complete stock Of Ladies', Men's and Children's Handkerchiefs.

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Hand painted in flower designs, limited quantity. On sale at 75c.

Pacific Import Co., Ltd.

PROGRESS BLOCK

FORT STREET



A Pelican will swallow anything But the wise man demands the best

Don't be a Pelican

DRINK Primo Lager

Not Preserved With Injurious Acids.

HAWAII A LIGHTHOUSE DISTRICT

When the lighthouse system of the Hawaiian Islands is taken over by the United States on January 1, 1904, Hawaii may become a separate lighthouse district with a naval officer assigned to duty here as lighthouse inspector. The lighthouses will be under the control of the Department of Commerce and Labor of which Secretary Cortelyou is the head. Captain Rodman of the Naval Station supplied Governor Dole with complete data regarding all the lighthouses on the islands, which was then turned over to the proper authorities at Washington. The Navy Department is given actual supervision of lighthouses and to that end there is a lighthouse board which sits at Washington, and is governed by a Rear-Admiral. The mainland is divided into lighthouse districts, each supervised by an inspector, who is a naval officer. It is not known yet whether Hawaii will be named as a separate lighthouse district or attached to California, in which case the officer stationed here would be an assistant inspector. Captain Rodman will be the probable choice for inspector of Hawaii, in which case a lighthouse tender may be provided for his use. It is understood that Captain Rodman has been endorsed for the position.

WHY MOTHERS WORRY

Did you ever hear a mother worry over a plump child? There is no better bank of health for a child to draw from than a good supply of healthy flesh.

Scott's Emulsion not only gives a child weight and plumpness, but it feeds the brain, bones and nerves with strength and active power. Fewer mothers would worry if they knew more about Scott's Emulsion.

Scott's Emulsion is substituted by cheap emulsions and so-called wines, cordials and extracts of cod-liver oil. They can do you no good and are dear at any price. Why buy them? Scott's Emulsion has been the one reliable preparation of cod-liver oil for nearly thirty years.

We'll send you a sample free upon request. SCOTT BOWNE, 409 Pearl Street, New York.

Raffa Grass

In various colors and tints. Now on exhibition and for sale by

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WHOLESALE AND RETAIL DEALERS IN
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Also Black and White Sand. Telephone Main 295.
Special Attention Given to Draying.

WILLIAM WAS NO LAWYER.

The question whether William Shakespeare, or the person who "wrote Shakespeare," had an intimate acquaintance with the law of his time has been learnedly and unlearnedly discussed ever since the late Lord Campbell raised the question in a book on the subject. It has entered more or less into the Shakespeare-Bacon controversy, there being no question of the legal attainments of Lord Bacon, and the legal knowledge supposed to be displayed in the plays attributed to Shakespeare being regarded by the Baconites as conclusive proof that the "poor player" did not write them.

At the annual meeting of the Vermont Bar Association on Tuesday the attention of that state bar was directed to the question of Shakespeare's knowledge of the law. The subject was gone into with great thoroughness and the conclusion reached by the president of the association was that what the writer of Shakespeare's plays did not know about law would fill a volume, while what he did know correctly could be put in a paragraph. The dramatist had heard some law terms during the discussion of his father's affairs in court, for the elder Shakespeare was at the wrong end of several cases in which money was involved. He had also picked up a few phrases from lawyers who hobnobbed with the London players, and several words now exclusively used by lawyers were in the common language of the people of Shakespeare's time.

The curious thing about Shakespeare's use of law terms, according to the Vermont decision, is that they are nearly always misuses. "His misuse of legal terms was frequent and flagrant." For instance, President Senter asserted that in the seventeen cases of the use of the word "dower" only one was correct. So also his use of "indenture" and "moiety," of "distrained" and "testament," was wrong and his use of "action on the case" in "The Comedy of Errors" was altogether wrong, since this action, in the sense there indicated, was not known in England till nine years after the play was written. The description of the trial of the Duke of Buckingham, given in "Henry VIII.," was admitted to show a familiarity with legal procedure and technical terms, but any argument that might be founded on that is destroyed by the fact that the legal phraseology is taken almost literally from Hall's Chronicles. If anyone's legal standing is affirmed by that passage, it is Hall's, not Shakespeare's. Most of the legal phraseology in the historical plays comes from the Chronicles of Hall or Holinshed, said President Senter, and he cited other parallel passages in proof. Almost without exception, in these plays, the technical legal terms were taken from these writers.

As for the famous trial scene in the "Merchant of Venice," it was shown by a thorough analysis of the case that a more flagrant illustration of ignorance of the law of Shakespeare's own time could hardly have been presented. The proceedings had no foundation in common law, statute law, or moral law. The man who wrote that scene not only had no legal training, but described proceedings that could not possibly have occurred in any court of law.

William Shakespeare may consider himself disbarred.—Cleveland Plain Dealer.

Not her weapon: "Is your wife a club woman, Mike?" "Narry the likes of that, sor; she uses a flatiron, sor."—Detroit Free Press.

THREE OPINIONS REACH THE SAME CONCLUSION

Henry Smith is declared, in a three-barreled decision of the Supreme Court, not to be an abutter on a certain strip of land that was abandoned, as part of Fort street, and therefore not entitled to compel the Government, under the statute for such a case provided, to give him the first offer of the land before selling it to another.

All three Justices have their individual opinions recorded, but agree on the deciding issues. Henry Smith brought a bill in equity seeking the cancellation of a deed executed by Governor S. B. Dole conveying to Mary A. S. Rose a triangular piece of land which contained an area of 1930 square feet. The Circuit Judge found for the complainant and decreed the cancelling of the deed. Mrs. Rose and Governor Dole appealed. The case was submitted April 22 last and decided November 16. E. C. Peters appeared for complainant; J. W. Cathcart for the Governor, and Kinney, McClanahan & Bigelow for Mrs. Rose. Justice Galbraith writes the leading opinion, which concludes thus:

"The bill should have been dismissed for want of equity. The decree appealed from is reversed and the cause remanded to the Circuit Judge with direction to dismiss the bill and for such other further proceedings as may be proper."

THE STATUTE.

Section 354, Civil Laws, upon which the complainant based his claim, reads as follows:

"All lands and real property taken for highways or improvements under this Act shall belong to the Hawaiian Government absolutely and in fee simple, and in case a highway or improvement shall at any time be vacated, closed, abandoned and discontinued, the land of such highway or improvements shall be used for the purposes of the Government; provided that in case the same shall be in any way disposed of by the Government, it shall be first offered to the abutters in compromise, for a reasonable length of time and at a reasonable price, and if they do not take the same then it may be sold at public auction."

Following are some of the reasons given by the Justices for the conclusions in which they concur:

BY JUSTICE GALBRAITH.

Under the issues presented there is but one difficulty in deciding this case, namely, to determine the proper construction to be placed on that part of the section providing that in case the land embraced in the abandoned highway shall be sold by the Territory "it shall be first offered to the abutters in compromise, for a reasonable price," etc. If the phrase "in compromise" were eliminated the difficulty would vanish and the meaning would be plain.

The construction adopted by the Circuit Judge treats the phrase "in compromise" as meaningless and the section as meaning exactly what it would if those words had been omitted. We cannot approve of this construction since we are bound to assume that the legislature had some purpose in inserting the words. The position of the phrase in the sentence seems to warrant the inference that it was used to express the purposes of making the offer and to limit the abutters who were given the right to demand that the offer be made. All abutters on an abandoned or vacated street were not given the right by this statute to demand that the land be offered first to them at a reasonable price before being sold, it was only such abutters as might be injured by the vacation of the highway and thus have a claim for damages against the Territory and whose claim for such damages might be settled or compromised by such offer and a sale in pursuance thereof. To the abutter who was not damaged it would

be impossible to make an offer "in compromise." He would have nothing to compromise with the territory for the reason that he is not injured by its acts.

This interpretation does not mean that the land shall be offered to the injured abutter at a reasonable price in exchange or settlement of a claim for damages that he may have on account of the vacation of a street or that the amount of such claim for damages shall be estimated by the Superintendent of Public Works and credited on the price of the land. This of course would be within one meaning of the word "compromise" but the word in this statute is undoubtedly used in another sense, namely, as "an agreement or compact adopted as a means of superseding an undetermined controversy." Cent. Dict. * * *

Of two abutting owners on an abandoned highway, one has the same free and convenient access to his premises after as before the vacation while the access of the other to his premises is entirely cut off. No offer in compromise could be made to the first for the reason that he has sustained no injury and has nothing to compromise with the Territory but between the latter and the Territory there exists "an undetermined controversy" on account of his property taken and his right destroyed by the abandonment of the street. The latter is the abutter to whom the land must be offered before sale and the former although an abutter is not within the terms of the statute and has no right under it.

The abutter whose access to the highway is cut off by the vacation of the street if the abandoned land goes to a stranger will be injured if not permitted to buy the abandoned portion while if the offer is made to him at a reasonable price for a reasonable time and he purchases he would not be injured.

The evidence shows that the respondent, Rose, was an abutter on the abandoned street; that the land conveyed was between her premises and the highway, Fort street, and that her only outlet to the highway was over this land; that the complainant was an abutter to a small part of the land but that none of it lay between his premises and Fort street and that his access to Fort street was as free and convenient after as before the abandonment; that while it would doubtless have been to Smith's advantage to own the abandoned street in order to enable him to exchange it with Mrs. Rose for another tract of her land which he desired still he was not deprived of any property right by the abandonment of the street or denied any right given him by law by the failure of the Superintendent of Public Works to offer him the land "in compromise."

By the offer in compromise to Mrs. Rose and her acceptance she obtained an outlet to the highway and her claim for damages that would have accrued had the land been sold to complainant or any other person was "superseded."

BY CHIEF JUSTICE FREAR.

I concur in the foregoing conclusion, but express no opinion as to the significance of the words "in compromise" in the statute, except that the construction of those words contended for by the plaintiff, to the effect that they require the entire land (e. g., a long street that is closed) to be offered as a whole to all the abutters to be divided among themselves in compromise with each other, clearly cannot be sustained. That construction would violate both the language and the spirit of the section and be unreasonable and impracticable. The words "in compromise" in this section are to say the least used somewhat loosely and their meaning is very obscure. * * *

The Chief Justice reasons that the law requires the land to be offered to all the abutters where there are several, as it would be unfair to offer the whole to one of them, adding:

The only alternative would be to divide the land and offer each part to the abutter on that part. That would be the fair way and evidently the way called for by the spirit of the statute.